

AGREEMENT FOR SETTLEMENT OF MUNICIPAL ZONING DISPUTE

This agreement, made and executed on the 1st day of December, 2010 by and between Aurelio Rodriguez and Joyce E. Rodriguez, also known as Joyce Rodriguez, of 8750 Water Lane, Delta, Colorado 81416 (hereinafter referred to as "the Owners") and the City of Delta, Colorado, a Colorado Municipality of P.O. Box 19, Delta, Colorado 81416 (hereinafter referred to as "the City"), is to witness:

Recitals

The Owners hold title to five parcels of real property that were annexed into the City of Delta between the years 2001 and 2002. The parcels lie within parts of Sections 1 and 9 of Township 15 South, Range 96 West of the Sixth P.M. and are more particularly described by their respective deed reception numbers and addresses as follows: (1) Reception No. 465077 located at 1252 Highway 50; (2) Reception No. 499988 located at 1271 Highway 50; (3) Reception No. 516220 located at 728 - 1250 Road; (4) Reception No. 447093 located at 8750 Water Lane; and (5) Reception No. 454512 located at 8730 Water Lane, all in Delta, Colorado 81416.

Since the latter part of 2007, the parties have engaged in a dispute over the Owners' claim of rights to use their five parcels as 2-unit "mobile home parks" within pertinent classifications established by the City's zoning and licensing regulations. At the present time, the Owners are appealing a ruling made by the City's Planning Commission on November 1, 2010 which essentially denied their claim. After further discussion, the parties now intend to amicably settle the dispute between them on the terms and conditions set forth below.

Agreement

1. Notwithstanding any limitations that would otherwise be imposed upon the Owners' five parcels of real property by their current zoning classifications, the parcels shall nevertheless hereafter be recognized by the City as 2-unit mobile home parks that are properly "grand-fathered" as non-conforming uses under all present and future City zoning and licensing regulations. In the future, the Owners may continuously replace the mobile homes that are presently and hereafter located upon each parcel, without limitation upon the timing of such replacement. Under no circumstances shall more than two mobile homes be allowed on each one of the Owners' five parcels. The term "mobile home" shall not be interpreted to include motor homes, camper trailers and/or other vehicles primarily designed for occasional, recreational or otherwise short-term residential occupancy.

2. Except as provided in paragraph 1 above, all five of the Owners' parcels of property shall remain subject to all other applicable ordinances and regulations of the City, including, without limitation, those which specifically regulate matters of building, subdivision, occupancy, and zoning and all other matters relating to public health, safety and welfare.

3. The Owners acknowledge that their five parcels of property presently contain varying amounts of useless materials, including worn, discarded tires, building scraps, and at least one abandoned mobile home, all of which qualify as "junk" under applicable City ordinances. The City

will allow the Owners a period of six months from the date of this agreement in which to bring the three parcels having addresses on U.S. Highway 50 and 1250 Road into compliance with the applicable junk removal ordinances. The Owners must thereafter make ongoing diligent efforts to bring their other two parcels of property into compliance with said ordinances. As to all five parcels, the City reserves its rights to invoke available enforcement measures and remedies if the Owners fail to comply with said ordinances on the timetable provided in this paragraph.

4. By this agreement, the Owners' pending appeal from the City's Planning Commission ruling of November 1, 2010 shall be deemed fully resolved and withdrawn. No further administrative or judicial proceedings on the matter shall be conducted.

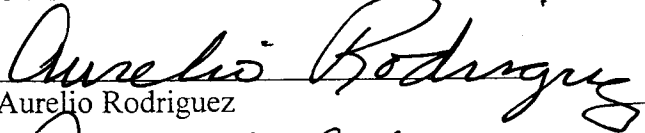
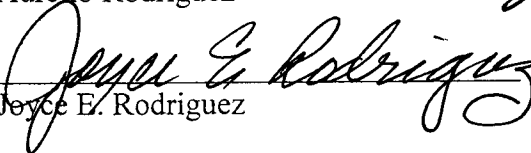
5. The provisions of this agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, personal representatives and assigns.

6. Except as provided in paragraph 3 above, the parties hereby fully compromise, settle and release any and all claims and demands of every nature that either have been asserted, or that could have been asserted, by either of them against the other through the date of this agreement with respect to the Owners' five parcels of property. This settlement provision is not intended by the parties to pertain to claims and demands that arise from or are otherwise attributable to other properties belonging to the Owners.

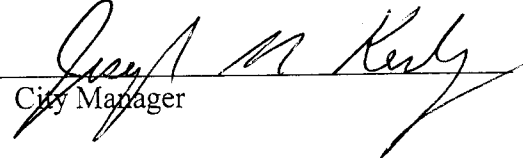
7. The entirety of this agreement is contingent upon approval by a majority of the members of the Delta City Council acting in open public session on or before December 7, 2010. Such approval shall be deemed to have been properly given upon certification of the Council's action by the City Clerk on the signature line below.

8. In witness whereof, the parties have set their hands and seals on the day and year first above written.

OWNERS:


Aurelio Rodriguez

Joyce E. Rodriguez

CITY OF DELTA:

By: 
City Manager

CLERK'S CERTIFICATION

The undersigned _____, acting as City Clerk for the City of Delta, Colorado, hereby certifies that the foregoing agreement was approved in open public meeting session by a majority of the members of the City Council of Delta, Colorado on December ____, 2010.

City Clerk